

**Minutes of the 3 April 2012**  
**Regular Meeting of the Yancey County Board of Commissioners**  
**Held at 7:00 o'clock p.m. in the Yancey County Courtroom**  
**Yancey County Courthouse, Burnsville, North Carolina**

Present at the 3 April 2012 meeting of the Yancey County Board of Commissioners were Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Dale England, Commissioner Michele Presnell, Commissioner Marvin Holland, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Attorney Donny Laws, Cooperative Extension Service Director Tres Magner, Yancey County Fire Marshal Neil McCurry, members of the media, and members of the general public.

**Call to Order and Approval of Agenda**

Chairman Riddle called the meeting to order, and asked Commissioner Holland to deliver the invocation. Chairman Riddle then led everyone in the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner England asked for the agenda to be amended to include an appointment of a member to the Blue Ridge Resource Conservation and Development Board of Directors. Commissioner Holland then made a motion to approve the agenda as amended and it was seconded by Commissioner Austin. The vote to approve was unanimous. (Attachment A)

**Approval of the Minutes**

The Board next considered the minutes from the March 6<sup>th</sup> Regular Meeting, March 12<sup>th</sup> Special Meeting, and March 14<sup>th</sup> Special Meeting, open and closed session. Commissioner Presnell pointed out that she abstained on the vote regarding the Mount Mitchell Scenic Byway on March 12<sup>th</sup>. With that change, Commissioner England made a motion to approve the above mentioned minutes. The motion was seconded by Commissioner Holland and the vote to approve was unanimous.

**Special Recognition**

The Board next recognized the Mountain Heritage JV Football team for their undefeated 2011 season, with a record of 9-0. The Board also recognized the Mountain Heritage JV Boys Basketball team who were undefeated in the 2011-2012 season with a record of 23-0. Chairman Riddle expressed the Board's support and told the teams to keep up the good work for next season.

**Special Recognition-Governor's 4-H Volunteer Awards**

The Board next recognized Linda Semon with Cooperative Extension Service. Ms. Semon recognized several individuals and groups that were receiving awards from the governor for their volunteerism.

**Proclamation-National County Government Month**

Chairman Riddle next asked the Clerk to the Board to read a proclamation proclaiming April as County Government Month in Yancey County. Upon the completion of the reading of the proclamation, Commissioner Holland asked that Graham's Children Health Services be added to the proclamation. With that addition, Commissioner Presnell made a motion to approve the proclamation. The motion was seconded by Commissioner England and the vote to approve was unanimous. (Attachment B)

**Public Comment**

The first person to speak before the Board was Judy Presnell. She spoke in favor of Amendment 1 and the Board passing a resolution in support of Amendment 1. The next person to speak before the Board was Bill Grover. He asked the question if we are a poltroon and spoke about the inevitable declaration of Marshall Law and the destruction of the Constitution. The final person to speak before the Board was Duane Cassida. He also spoke in favor of Amendment 1.

**Blue Ridge Resource Conservation and Development Board Appointment**

Commissioner England next informed the Board that some reorganization of the Blue Ridge Resource Conservation and Development board was taking place and that the Board of commissioners needed to appoint a representative for this board. Commissioner England stated that Billy Buckner had expressed an interest in being appointed to this board and the members of the Blue Ridge Resource Conservation and Development board had stated that Mr. Buckner

would be acceptable. Upon completing the information about the Blue Ridge Resource Conservation and Development board, Commissioner England made a motion to appoint Mr. Billy Buckner to the board. The motion was seconded by Commissioner Austin and the vote to approve was unanimous.

### **Bridge Naming Request**

The Board next heard from County Manager Nathan Bennett regarding a request to name Bridge #9 in honor of former Sheriff Clyde McIntosh. Chairman Riddle asked the Clerk to the Board to read aloud the resolution asking the North Carolina Department of Transportation to name the bridge in honor of former Sheriff Clyde McIntosh. Upon hearing from the Clerk to the Board, Commissioner England made a motion to approve the resolution. The motion was seconded by Commissioner Austin and the vote to approve was unanimous. (Attachment C)

### **Amendment One Resolution**

Commissioner Presnell next read the attached resolution (Attachment D) and made a motion to approve the resolution as read. The motion was seconded by Commissioner Holland. Chairman Riddle stated that he intended to vote in the election but didn't believe the commissioners had any business telling other people how to vote. He also stated that he felt like the Board was being put "under the gun" with the resolution. Commissioner Austin expressed regret about having a moral issue to turn political and stated that it was sad that people would use this as a political maneuver. Commissioner England also stated that he was personally in favor of the amendment but felt that the Board should not tell other people how to vote on this issue and supported the resolution without the language about telling people how to vote. The vote to approve the resolution was unanimous.

### **Community Development Block Grant-N.C. Catalyst Program**

The Board next heard from County Manager Nathan Bennett concerning the N.C. Catalyst Program. Mr. Bennett first pointed out to the Board that County Planner Jamie McMahan had sent them a memo (Attachment E) explaining the N.C. Catalyst program and why the county wanted to go out for this funding. Mr. Bennett explained basically that the N.C. Catalyst program is a grant program for up to \$500,000 with no matching funds required to help to fund the new Yancey County Senior Center. Mr. Bennett stated that he and Mr. McMahan have been working closely with the Yancey Committee on Aging, Senior Center staff, and the High Country Council of Governments to develop a funding package in order to move forward with the project. The current estimate for construction of a new facility for the Senior Center is \$1.5-\$2 million. Mr. Bennett also explained that there needed to be a public hearing for this program. Chairman Riddle opened up the public hearing and asked if anyone had any questions or comments about this program. Ms. Lois Herb asked if the grant is secured if there is a way to proceed with the construction in phases. Mr. Bennett stated that the ideal way is to do all of the construction at one time but as a last resort that construction in phases might be possible. After receiving no more input, Commissioner Holland made a motion to close the public hearing. The motion was seconded by Commissioner Presnell and the vote to close the hearing was unanimous. Chairman Riddle then said that he would entertain a motion to authorize county staff to move forward with the application to the N.C. Catalyst Program. This motion was made by Commissioner Presnell and was seconded by Commissioner Austin. The vote to approve was unanimous.

### **Firefighter's Relief Fund**

The Board next heard from Neill McCurry, Yancey County Fire Marshal concerning the appointment of members to the firefighter's relief fund in each fire district. Mr. McCurry explained to the Board that the firefighter's relief fund is a fund set up to help firefighters and their families when needed. Mr. McCurry stated that he had just recently learned that there had to be a governing board in each of the fire districts that consist of 2 members from the fire department, 2 members from the fire district, and 1 member appointed by the Commissioner of Insurance. Mr. McCurry stated that he had went to each of the fire departments and asked who they would want on these fire fighter relief fund boards. The list has been given to the Board (Attachment F) for their approval. Upon hearing from Mr. McCurry, Commissioner England made a motion to approve the list for appointment on the fire districts firefighter relief fund boards. The motion was seconded by Commissioner Holland and the vote to approve was unanimous.

### **Yancey County Committee on Aging**

The Board next heard from County Manager Nathan Bennett concerning the Yancey County Committee on Aging. Mr. Bennett stated that each year the Yancey County Senior Center receives a Home and Community Care Block Grant (HCCBG) for the operation of the Senior Center. They are once again receiving funding from the HCCBG and are asking the Board to designate the Yancey County Committee on Aging as the Lead Agency for the grant. Upon hearing from Mr. Bennett, Commissioner England made a motion to approve the Yancey County Committee on Aging as the Lead Agency for the HCCBG. The motion was seconded by Commissioner Austin and the vote to approve was unanimous. Mr. Bennett also stated that the Board needed to approve the appointment of the HCCBG Advisory Committee (Attachment G). Upon hearing from Mr. Bennett, Commissioner Holland made a motion to approve the appointment of those individuals listed to the HCCBG Advisory Committee. The motion was seconded by Commissioner England and the vote to approve was unanimous.

### **County Manager Business**

The Board next heard from County Manager Nathan Bennett. Mr. Bennett told the Board that in past years the county has paid for the fireworks display on the Town Square around the July 4<sup>th</sup> holiday. Mr. Bennett also informed that traditionally the July 4<sup>th</sup> celebration has been held on another day besides July 4<sup>th</sup>. Mr. Bennett stated that he had been in touch with Pyrotechnico, the provider of past fireworks displays, and they had quoted him a price of \$20,000 for July 4<sup>th</sup> and a price of \$5,200 for any other day besides July 4<sup>th</sup>. After discussion the Board came to an agreement that the fireworks display this year on the Town Square would be on July 7<sup>th</sup>. Mr. Bennett next informed the Board about a company called GovDeals that is an online auction site for governments to sell their surplus property. Mr. Bennett stated that many local governments in North Carolina have found success with this company. Upon hearing from Mr. Bennett, Commissioner Presnell made a motion for the county to participate in this program and to authorize the county manager to execute all necessary documents for the county to participate in this program. The motion was seconded by Commissioner England and the vote to approve was unanimous. (Attachment H) County Manager Bennett then asked Sheriff Gary Banks to explain the misdemeanor confinement program. Sheriff Banks informed the Board that the General Assembly passed a measure called the Justice Reinvestment Act and part of this act provides opportunity for housing inmates. This program provides for misdemeanants to be housed in county jails from 91-180 days. The sheriff would like for the Board to approve Yancey County's participation in the program. The program would provide reimbursement for the county for housing the misdemeanor along with travel expense and reimbursement for moving the inmate if needed. Sheriff Banks told the Board that to begin with he would only make 2 beds available for this program but it can be changed at any time. Upon hearing from Sheriff Banks, Commissioner Austin made a motion to allow the county manager to execute the appropriate documents for participation in this program. The motion was seconded by Commissioner England and the vote to approve was unanimous. (Attachment I) County Manager Bennett next informed the Board that building B at the former DSS facility on Lincoln Park was condemned several years ago and he would like to be authorized to work in conjunction with the county attorney to demolish this building, which is not salvageable. Upon hearing from County Manager Bennett, Commissioner Presnell made a motion to authorize the county manager to work in conjunction with the county attorney to demolish building B at the former DSS facility on Lincoln Park. The motion was seconded by Commissioner Holland and the vote to approve was unanimous. Mr. Bennett then gave the Board updates on the East Yancey Sewer Project, the Comprehensive Recreation Grounds Project, Toe River Campground, and the impact of the new four lane highway will have on the East Yancey Recycling Center.

### **County Attorney Business**

County Attorney Donny Laws updated the Board on the status of two leases that the county has interest in. The first of these leases is the lease to the Parkway Playhouse. That lease expired in February of this year. Previously, the Parkway Playhouse had done a lease with the county for 10 years. Mr. Laws explained to the Board that any lease over 1 year has to have a legal notice stating the Board's intention for the lease and the term (amount of years) of the lease. Upon hearing from County Attorney Laws, Commissioner Presnell made a motion to authorize the county manager to run the legal notice with the intent to lease the property for 10 years. The motion was seconded by Commissioner Austin and the vote to approve was unanimous. The second lease that County Attorney Laws had for the Board was the Buker Tennis Court lease. Mr. Laws stated that he had a few questions for Commissioner Holland, who had spoken with Ms. Buker about the lease, and should have a draft lease ready for the May meeting.

### Commissioner Business

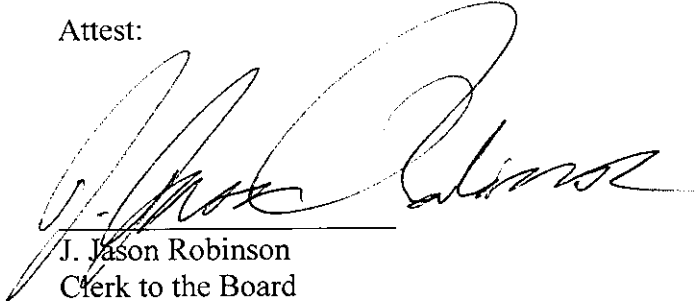
Chairman Riddle informed everyone that as a member of the Toe River Health Board he was very sad to see the chairman of that board, Mr. Jim Buckner, term expire recently. He felt that Mr. Buckner had done a good job for Yancey County on that board and encouraged everyone to express to him their gratitude if they see him.

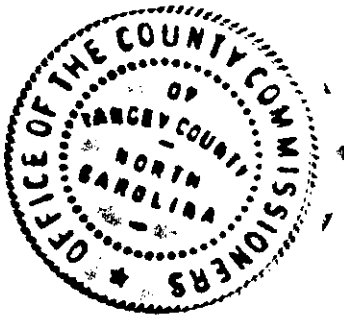
### Adjournment

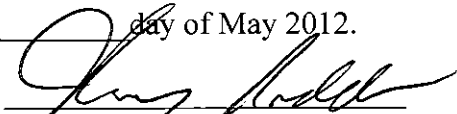
Having no further business Commissioner Presnell made a motion to adjourn and it was seconded by Commissioner Holland. The vote to adjourn was unanimous.

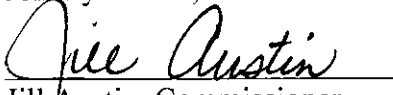
Approved and authenticated on this the \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ day of May 2012.

Attest:

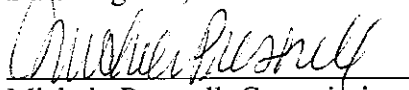
  
J. Jason Robinson  
Clerk to the Board  
(county seal)



  
Johnny Riddle, Chairman

  
Jill Austin, Commissioner

  
Dale England, Commissioner

  
Michele Presnell, Commissioner

  
Marvin Holland, Commissioner

COUNTY MANAGER  
Nathan Bennett



COMMISSIONERS  
Jill Austin  
Dale England  
Marvin Holland  
Michele Presnell  
Johnny Riddle

## YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714  
PHONE: (828) 682-3971 • FAX: (828) 682-4301

### AGENDA

#### YANCEY COUNTY BOARD OF COMMISSIONERS REGULAR BUSINESS MEETING

April 3, 2012

7:00 P.M.

- I. Call to Order – Chairman Johnny Riddle
- II. Invocation and Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Approval of Minutes
- V. **SPECIAL RECOGNITION** – Recognition of Mountain Heritage High School Junior Varsity Football and Basketball Teams Undefeated 2011-12 Seasons
- VI. **SPECIAL RECOGNITION** – Governor's 4-H Volunteer Awards – Linda Semon
- VII. **PROCLAMATION** – National County Government Month – April 2012
- VIII. Public Comment
- IX. **RESOLUTION** – Bridge Naming Request
- X. **RESOLUTION** – Marriage Amendment – Commissioner Michele Presnell
- XI. Community Development Block Grant – N.C. Catalyst Program – Jamie McMahan, County Planner
  - a. N.C. Catalyst Program – Yancey County Senior Citizen Center Project
  - b. **PUBLIC HEARING** – N.C. Catalyst Program
- XII. Firefighter's Relief Fund – Neil McCurry, Fire Marshal
  - a. Appointment of County Members to Department Boards
- XIII. Yancey County Committee on Aging
  - a. Designation of Lead Agency for Home and Community Care Block Grant (HCCBG)
  - b. Appointment of HCCBG Advisory Committee
- XIV. County Manager Report
  - a. Independence Day Fireworks
  - b. GovDeals
  - c. Misdemeanant Confinement Program
  - d. Former DSS Building B – Proposed Demolition
  - e. Special Projects Update
- XV. County Attorney Report
- XVI. Commissioner Reports
- XVII. Adjourn

Attachment B



## PROCLAMATION

IN RECOGNITION  
Of

### NATIONAL COUNTY GOVERNMENT MONTH APRIL 2012

“Healthy Counties, Healthy Families”

**WHEREAS**, the nation’s 3,068 counties provide a variety of essential public services to communities serving more than 300 million Americans; and

**WHEREAS**, Yancey County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

**WHEREAS**, county governments are essential to America’s healthcare system and are unique in their responsibility to both finance and deliver health services through public hospitals and clinics, local health departments, long-term care facilities, mental health services and substance abuse treatment, and coverage programs for the uninsured; and

**WHEREAS**, the National Association of Counties is encouraging counties to promote healthy living and lifestyle choices in communities across the country through the 2011-12 “Healthy Counties,” initiative; and

**WHEREAS**, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve; and

**WHEREAS**, Yancey County supports several health related initiatives including participation in the NACo Prescription Discount Card Program to help citizens save on prescription medications, the many valuable health and wellness initiatives of Graham Children’s Health Services, the Middle School Health Centers, as well as Camp Funshine and other services for the developmentally disabled.

**NOW, THEREFORE BE IT RESOLVED** by the Yancey County Board of County Commissioners that April 2012 be proclaimed as National County Government Month and encourage all Yancey County officials, employees, schools and residents to participate in county government activities.

**ADOPTED** this the 3<sup>rd</sup> day of April, 2012 by the Yancey County Board of County Commissioners.

( County Seal )

Attest:

J. Jason Robinson, Clerk to the Board

Johnny Riddle, Chairman

Attachment C



## RESOLUTION

IN SUPPORT  
Of

**NAMING BRIDGE #9 ON  
U.S. HIGHWAY 19-E IN YANCEY COUNTY  
IN HONOR OF SHERIFF CLYDE MCINTOSH**

**WHEREAS**, in November 1986 Clyde McIntosh was duly elected by the citizens of Yancey County to the Office of Sheriff of Yancey County; and

**WHEREAS**, Sheriff McIntosh served in the capacity of Sheriff from 1986 to 1990, faithfully discharging the duties of his office; and

**WHEREAS**, in July 1999 Sheriff McIntosh again entered into public service to Yancey County when he was appointed to the Yancey County Department of Social Services Board of Directors and served as both director and Chairman of the Board until 2005; and

**WHEREAS**, Sheriff McIntosh was an active community volunteer and activist for such organizations as the Lions Club and the Yancey Camp of Gideon's International; and

**WHEREAS**, Sheriff McIntosh was a friend to all Yancey County citizens; and

**NOW, THEREFORE, BE IT RESOLVED** by the Yancey County Board of County Commissioners as follows:

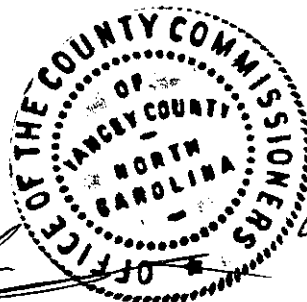
1. That this Board does hereby request the North Carolina Department of Transportation, at a time and place fitting, officially name the U.S. Highway 19-E Bridge #9 in Yancey County at Riverside in honor and memory of Sheriff Clyde McIntosh.
2. That this resolution be effective upon its adoption.

**ADOPTED** this the 3<sup>rd</sup> day of April 2012.

( County Seal )

Attest:

J. Jason Robinson, Clerk to the Board



Johnny Riddle, Chairman

Attachment D



## RESOLUTION

### IN SUPPORT Of

#### **VOTER PARTICIPATION IN THE MAY 8, 2012 REFERENDUM TO AMEND THE NORTH CAROLINA CONSTITUTION PROTECTING MARRIAGE**

**WHEREAS**, in 1995 the North Carolina legislature enacted N.C. General Statute 51-1.2, which states that Marriages, whether created by common law, contracted or performed outside of North Carolina, between individuals of the same gender are not valid in North Carolina; and

**WHEREAS**, the United States Congress enacted 1 USCS Section 7, which states "In determining the meaning of any Act of Congress, or of any ruling, regulation, or interpretation of the various administrative bureaus and agencies of the United States, the word "marriage" means only a legal union between one man and one woman as husband and wife, and the word "spouse" refers only to a person of the opposite sex who is a husband or a wife"; and

**WHEREAS**, in 2011 the North Carolina General Assembly allowed the people of this great State the right to vote on whether or not to amend the North Carolina Constitution to preserve marriage as the legal union of one man and one woman; and

**WHEREAS**, North Carolina is the only state in the South that has not protected marriage in its constitution; and

**WHEREAS**, every state in the country that has allowed the people to vote, 30 in all, has protected marriage in its constitution as the union of one man and one woman, including North Carolina's bordering states of Virginia, Tennessee, Georgia and South Carolina; and

**WHEREAS**, the Yancey County Commissioners encourage the people of Yancey County and North Carolina to voice their opinion by exercising their right to vote; and

**WHEREAS**, the amendment reads: "Marriage between one man and one woman is the only domestic legal union that shall be valid or recognized in this State. This section does not prohibit a private party from entering into contracts with another private party; nor does this section prohibit courts from adjudicating the rights of private parties pursuant to such contract."

**NOW, THEREFORE, BE IT RESOLVED** that the Yancey County Board of Commissioners endorses the Marriage Amendment to the North Carolina Constitution which states that the only domestic legal union that is valid or recognized in North Carolina is marriage between one man and one woman; and

**BE IT FURTHER RESOLVED** that the Yancey County Board of County Commissioners encourages voter participation on this important issue to be voted upon on May 8, 2012.

**ADOPTED** this the 3<sup>rd</sup> day of April, 2012 by the Yancey County Board of County Commissioners.

( County Seal )

Attest:

J. Jason Robinson, Clerk to the Board

Johnny Riddle, Chairman



*Attachment E*

COUNTY MANAGER  
Nathan Bennett



COMMISSIONERS  
Jill Austin  
Dale England  
Marvin Holland  
Michele Presnell  
Johnny Riddle

## YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714  
PHONE: (828) 682-3971 • FAX: (828) 682-4301

3 April 2012

To: Yancey County Board of County Commissioners

From: Jamie L. McMahan

RE: Yancey County Senior Center Project – Application for CBDG Catalyst Grant Funding

### MEMORANDUM

Chairman Riddle and Commissioners Austin, England, Holland and Presnell

My apologies for being unable to attend in person but as you are meeting this evening I will be driving down to Hickory in advance of meeting with the Golden LEAF Board of Directors as the county government representative of the Yancey County Review Committee relative to the four projects selected for \$2,000,000 in Community Assistance Initiative Grant funding early on Wednesday morning.

Yancey County is working closely with the Yancey County Committee on Aging in order to secure funding to complete construction of the new Yancey County Senior Citizens Center to be built at the Yancey County Medical Center Campus.

Construction is estimated to be between \$1,500,000 and \$2,000,000 per early estimates of the architect. This project is expected to be funded by:

- 1) Funds raised and held by the Yancey County Committee on Aging,
- 2) A comprehensive loan/grant package between the USDA and the Yancey County Committee on Aging, and
- 3) Grant funding as may be available through the county or other sources.

We have committed assistance to the Yancey County Committee on Aging in facilitating its application to USDA and in applying for grants that might have available for project.

One of the grant programs available to the county for the Senior Citizens Center project is the North Carolina Community Development Block Grant Catalyst Grant Program. In

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COMMISSIONERS  
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order for Yancey County to apply for this grant on behalf of the Senior Citizens Center we must hold an initial public hearing and that is the reason that this item appears on your agenda this evening. In that regard I would present the following information:

### Overview of Program:

The Catalyst Grant program offers a county the opportunity to tailor a project to meet the community development needs specific to that particular county. This grant program is targeted toward assistance with programs which benefit low and moderate income residents. \$6,900,000 has been made available for the entire state of North Carolina for this project. Yancey County qualifies as an eligible recipient under this grant program which is administered through the NC Department of Commerce.

### Award Amounts:

The maximum grant award under the Catalyst Grant program is \$500,000. I would respectfully suggest that Yancey County pursue this grant for the maximum award amount. There is no matching requirement for Catalyst Grant awards.

### Deadline for Application:

If the Board authorizes staff to proceed with this application we will see that it gets filed in advance of the 30 April 2012 deadline for consideration by the NC Department of Commerce.

### Allowable Projects:

Three categories of projects are allowed for Catalyst Grant funding. The third of these categories is "Public Facility Projects". "Public facilities" as defined by the grant guidelines are buildings that are publicly owned or that are traditionally provided by the government, or owned by a nonprofit and operated so as to be open to the general public. The Yancey County Senior Citizens Center project qualifies for funding as a public facility project as it will be owned by the Yancey County Committee on Aging, a nonprofit, and operated for the general public.

### Purpose of First Public Hearing:

The purpose of this first public hearing before the Board is only to discuss and receive feedback on the needs of low and moderate income residents in Yancey County and whether the new Yancey County Senior Citizens Center project is a project which meets an urgent community need of that population in Yancey County. If an application is

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submitted a second public hearing will be held to further discuss the project and will at that time include a detailed description of the scope and cost of the total construction project.

### Summary:

The CDBG Catalyst Grant program is an excellent opportunity to pursue a significant amount of the total construction costs of the new Yancey County Senior Citizens Center through a non-matching grant of \$500,000. This funding would go a long way toward the total price tag of construction. I would respectfully urge that the Board authorize submission of an application to the NC Department of Commerce so that we might pursue this funding.

I would like to thank Bryan Peterson, Chairman, Commissioner Presnell and the other members of Board of Directors of the Yancey County Committee on Aging, Vivian Hollifield, and her staff at the Senior Center, and County Manager Bennett for the opportunity to work with them on pursuing funding for this important project.

I am submitting this summary via email prior to this evening's meeting as well so that any Commissioner who has a specific question regarding this proposal can catch up with me prior to my heading down to Hickory this evening.

Many thanks,  
Jamie L. McMahan  
Yancey County Planner

# Attachment F

YANCEY COUNTY FIRE MARSHAL  
314 WEST MAIN STREET  
BURNSVILLE, NC 28714  
828-682-7833  
FAX: 828-682-0345

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TWO YEARS:

ONE YEAR:

---

DOUBLE ISLAND:

AJ THOMAS

RICK ROBINSON

EGYPT RAMSEY TOWN:

DAVID ADKINS

JACK RAMSEY

NEWDALE:

JOHN PATE

DONALD LASTER

PENSACOLA:

BRADLEY BOONE

WES PRESNELL

CLEARMONT:

RODNEY DEYTON

VALERIE McCURRY

SOUTH TOE:

JOSH BLEVINS

CHARLIE AUTREY

WEST YANCEY:

DOUG ANGEL

CLAY CARROLL

# *Attachment G*

## **YANCEY COUNTY H&CCBG ADVISORY COMMITTEE BOARD** **FY 2013**

<b>Nathan Bennett</b>	<b>Yancey County Manager</b>
<b>Johnny Riddle</b>	<b>Yancey Co. Commissioners Chairman</b>
<b>Michele Presnell</b>	<b>Yancey County Commissioner, YCCOA</b>
<b>Anita Davie</b>	<b>AAA Director</b>
<b>Bryan Peterson</b>	<b>YCCOA Chairperson</b>
<b>Lynn Austin</b>	<b>YCCOA Vice-Chairperson, YCTA</b>
<b>Vivian Hollifield</b>	<b>YCCOA Director</b>
<b>Tres Magner</b>	<b>NC Cooperative Extension Service</b>
<b>Anita Buchanan</b>	<b>WAMY Community Action</b>
<b>LaCosta Tipton</b>	<b>Yancey Co. Health Dept. Director</b>
<b>JoAnna Biddix</b>	<b>Yancey Co. CAP-DA</b>
<b>Kelly Hensley</b>	<b>Yancey Co. Home Health</b>
<b>Kathlene Stith</b>	<b>American Cancer Society</b>
<b>Samantha Phipps</b>	<b>Family Violence Coalition</b>
<b>Alice Elkins</b>	<b>Yancey Co. Dept. of Social Services</b>
<b>Harvey Sharpe</b>	<b>Yancey Co. Baptist Assoc.</b>
<b>Maryallen Estes</b>	<b>Senior Tar Heel Legislature Delegate</b>
<b>Daphne Griggs</b>	<b>Senior Tar Heel Legislature Alternate</b>
<b>Joe Scott</b>	<b>Senior Citizen, YCCOA Volunteer</b>
<b>Paul Helsher</b>	<b>Senior Citizen, YCCOA Volunteer</b>
<b>Jan Scott</b>	<b>Senior Citizen, YCCOA Volunteer</b>
<b>Ellen Murphy</b>	<b>Heritage Adult Day Retreat</b>
<b>Rachel Stanton</b>	<b>RHA Behavioral Health</b>

# GovDeals Introduction

Attachment #  
Robin Bradley  
email 01/06

Thank you for your interest in GovDeals. Completing this document will start the process of your entity joining thousands of other governments nationwide who have embraced the GovDeals solution. We have worked with many different clients from the largest to the smallest in their adoption of GovDeals and can offer advice and guidance if you desire it. We are only a phone call away.

**Please review the attached sample Memo of Understanding, which is non-exclusive.**

Once you have reviewed the Memo of Understanding (MOU); fill in the information requested below. **This information will be included in the Memo of Understanding and submitted for review.** Simply have the appropriate persons sign the finalized document and fax the signature page to Sales Support at 334-387-0519. For any questions or assistance, please feel free to contact us. We look forward to serving you.

Name of Governmental Organization \_\_\_\_\_

Mailing/Physical Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Name/Title of person that will approve and sign MOU \_\_\_\_\_

## Contact Information:

Name/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Additional Contact (If Applicable) \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Send logo/seal to [salesupport@govdeals.com](mailto:salesupport@govdeals.com)

Are you a member of a county association or municipal league? \_\_\_\_\_

**Sales Support**  
**Phone: (866) 377-1494**  
**Fax: (334) 387-0519**  
**[salesupport@govdeals.com](mailto:salesupport@govdeals.com)**

# GovDeals

## Online Auction Memo of Understanding (SAMPLE)

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This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and Client Name ("Client"), having its principal place of business at Address - City, - State, Zip Code.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **6.0** below:
- 2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
- Accept descriptive information concerning an asset including unlimited photos
  - Allow different auction phases based upon dates and times
  - Allow Client to set minimum starting prices, bid increments and reserves
- 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
- Familiarization with the nature and operation of CAS
  - Guidance in the posting of assets and provide ongoing support
  - Procedures for taking and posting pictures of assets
  - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
- 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
- 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
- Work with Client to identify items that may benefit from marketing attention.
  - Provide documented proof of all marketing efforts made on behalf of Client.
  - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from **Exhibit A** and enter selection below signature block on MOU page two (2).
- 4.0 Payment:**
- 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of **Client State**.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: SAMPLE DOCUMENT

Signature: \_\_\_\_\_

Signature: SAMPLE DOCUMENT

Print Name: Robert L. DeBardelaben

Print Name: SAMPLE DOCUMENT

Title: President

Title: SAMPLE DOCUMENT

Date: \_\_\_\_\_

Date: SAMPLE DOCUMENT

**Memo of Understanding Contact:**

Attention: Sales Support  
5907 Carmichael Place  
Montgomery, AL 36117  
Telephone Number: 866.377.1494  
Fax Number: 334.387.0519  
Email: [salesupport@govdeals.com](mailto:salesupport@govdeals.com)

**Flexible Pricing Options (FPO)**

Select one from options described in GovDeals Memo of Understanding- Exhibit A:

Client Collects Proceeds

- ☐ Option A1 (7.5% Seller- 0% Buyer)  
☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

- ☐ Option B1 (7.5% Seller- 5% Buyer)  
☐ Option B2 (5% Seller- 7.5% Buyer)  
☐ Option B3 (2.5% Seller- 10% Buyer)  
☐ Option B4 (0% Seller- 12.5% Buyer)



## **EXHIBIT A - Online Auction Memo of Understanding**

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### **Flexible Pricing Options (FPO)**

**The Client has the option to choose from the following alternative plans:**

#### **A - Client Collects Proceeds**

**Option A1:** The Client pays a 7.5%\* fee which will be reduced according to the Tiered Fee Reduction Schedule (described below). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

**Option A2:** The Client pays a 7.5%\* fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the tiered pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

**B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.**

**Option B1:** The Client pays a 7.5%\* fee and the winning bidder pays a 5% Buyers Premium. \*\*

**Option B2:** The Client pays a 5%\* fee and the winning bidder pays a 7.5% Buyers Premium.

**Option B3:** The Client pays a 2.5%\* fee and the winning bidder pays a 10% Buyers Premium.

**Option B4:** The Client pays zero percent fees (0%) and the winning bidder pays a 12.50% Buyers Premium.

#### **Tiered Fee Reduction Schedule**

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on [www.govdeals.com](http://www.govdeals.com).

- 1. When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%\*) of the winning bid, but not less than \$5.00.**
- 2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.**
- 3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.**
- 4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.**

\*Subject to a minimum per asset/lot fee of \$5.00. \*\*If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

## **EXHIBIT B - Online Auction Memo of Understanding**

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### **Financial Settlement Services (FSS)**

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

## Financial Settlement Services (FSS) Election and Information

### Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: \_\_\_\_\_  
(Person to receive checks and invoices) Name and Title

E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

### OR:

If payment will be made by paper check, please provide the following information:

Make check payable to: \_\_\_\_\_  
Client's Legal Name

Mail check to: \_\_\_\_\_  
Street Address / P.O. Box Number

\_\_\_\_\_  
City, State and Zip Code

☐ Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

## EXHIBIT C - Online Auction Memo of Understanding

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Note- below are the client's Terms & Conditions for bidders that will be hyperlinked as a single electronic document to each online auction posted on the GovDeals site. A bidder must agree to each seller's conditions prior to the first online bid they place on every auction posted.

**Your Logo Here**

**Client Name**

**City, State**

### Online Sales - Terms and Conditions

**All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.**

**Guaranty Waiver.** All assets are offered for sale "AS IS, WHERE IS." Client Name (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**Description Warranty.** Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

**Inspection.** Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

**Consideration of Bid.** Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from GovDeals.

**Buyers Premium.** If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

**\*The next section is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

**\*Payment.** Payment in full is due no later than **five (5) business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Client Name**. Payments shall be made at the location listed in the Buyer's Certificate.

**Removal.** All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** Seller will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

**Sales to Employees.** Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty. (This may be modified to not allow employees to bid.)

**Why do North Carolina governments utilize GovDeals?**  
**GovDeals is a highly efficient, proven system that produces higher prices for clients.**  
**Other North Carolina governments are using GovDeals with great success.**

1) Aberdeen	102) Laurel Park
2) Ahoskie	103) Leland
3) Albemarle	104) Lenoir
4) Angier	105) Lewisville
5) Apex	106) Lexington
6) Archdale	107) Lillington
7) Asheville	108) Lincolnton
8) Atkinson	109) Littleton
9) Atlantic Beach	110) Madison
10) Ayden	111) Maggie Valley
11) Beech Mountain	112) Manteo
12) Belmont	113) Marion
13) Benson	114) Matthews
14) Bessemer City	115) Micro
15) Beulaville	116) Mint Hill
16) Black Mountain	117) Monroe
17) Blowing Rock	118) Montreat
18) Boiling Spring Lakes	119) Mooresville
19) Boiling Springs	120) Morehead City
20) Boone	121) Morganton
21) Brevard	122) Morrisville
22) Burgaw	123) Mount Airy
23) Burlington	124) Mount Olive
24) Burnsville	125) Mount Pleasant
25) Butner	126) Murphy
26) Canton	127) Nags Head
27) Carolina Beach	128) Nashville
28) Carrboro	129) New Bern
29) Carthage	130) Newport
30) Cary	131) Newton
31) Catawba	132) Norlina
32) Chapel Hill	133) North Carolina League of Municipalities
33) Charlotte	134) North Topsail Beach
34) Cherryville	135) North Wilkesboro
35) China Grove	136) Ocean Isle Beach
36) Claremont	137) Oxford
37) Clayton	138) Pikeville
38) Clemmons	139) Pilot Mountain
39) Cleveland	140) Pine Knoll Shores
40) Clinton	141) Pinehurst
41) Coats	142) Pinetops
42) Columbus	143) Pineville
43) Concord	144) Pittsboro
44) Conover	145) Plymouth
45) Cornelius	146) Princeton
46) Creedmoor	147) Raleigh
47) Dallas	148) Red Springs
48) Davidson	149) Richlands
49) Dobson	150) River Bend
50) Dunn	151) Rocky Mount
51) Durham	152) Rose Hill
52) East Spencer	153) Roseboro
53) Eden	154) Roxboro
54) Edenton	155) Rural Hall
55) Elizabeth City	156) Rutherfordton
56) Emerald Isle	157) Sanford
57) Faith	158) Selma
58) Farmville	159) Seven Devils
59) Fayetteville	160) Sharpsburg



60) Forest City  
61) Franklin  
62) Fuquay-Varina, NC  
63) Garner  
64) Gastonia  
65) Gibsonville  
66) Glen Alpine  
67) Goldsboro  
68) Granite Falls  
69) Granite Quarry  
70) Greensboro  
71) Greenville  
72) Grifton  
73) Havelock  
74) Henderson  
75) Hendersonville  
76) Hertford  
77) Hickory  
78) High Point  
79) Highlands  
80) Hillsborough  
81) Holden Beach  
82) Holly Springs  
83) Hope Mills  
84) Hudson  
85) Huntersville  
86) Indian Beach  
87) Indian Trail  
88) Jacksonville  
89) Jonesville  
90) Kannapolis  
91) Kenly  
92) Kernersville  
93) Kill Devil Hills  
94) King  
95) Kings Mountain  
96) Kinston  
97) Kitty Hawk  
98) Knightdale  
99) LaGrange  
100) Lake Lure  
101) Landis

161) Shelby  
162) Smithfield  
163) Snow Hill  
164) Southern Pines  
165) Southern Shores  
166) Spencer  
167) Spindale  
168) Spring Hope  
169) Spring Lake  
170) St. Pauls  
171) Stallings  
172) Statesville  
173) Summerfield  
174) Summitt  
175) Swansboro  
176) Sylva  
177) Tarboro  
178) Thomasville  
179) Topsail Beach  
180) Troutman, NC  
181) Tryon  
182) Valdese  
183) Vass  
184) Wake Forest  
185) Walnut Cove  
186) Warsaw  
187) Washington  
188) Waxhaw  
189) Waynesville  
190) Weaverville  
191) Wendell  
192) Wilkesboro  
193) Williamston  
194) Wilmington  
195) Wilson  
196) Wingate  
197) Winston-Salem  
198) Winterville  
199) Woodfin  
200) Wrightsville Beach  
201) Yadkinville  
202) Yanceyville

1) Alamance County  
2) Alexander County  
3) Anson County  
4) Ashe County  
5) Beaufort County, NC  
6) Bladen County Government  
7) Brunswick County  
8) Buncombe County  
9) Burke County  
10) Cabarrus County  
11) Caldwell County  
12) Camden County  
13) Carteret County  
14) Caswell County  
15) Catawba County  
16) Chatham County  
17) Cherokee County  
18) Chowan County  
19) Cleveland County  
20) Columbus County  
21) Craven County  
22) Cumberland County

39) Iredell County  
40) Johnston County  
41) Jones County  
42) Lenoir County  
43) Lincoln County  
44) Macon County  
45) Martin County  
46) McDowell County  
47) Montgomery County  
48) Moore County  
49) Nash County  
50) New Hanover County  
51) North Carolina Association of County Commissioners  
52) Onslow County  
53) Orange County  
54) Pasquotank County  
55) Pender County  
56) Perquimans County  
57) Person County  
58) Pitt County  
59) Polk County  
60) Randolph County

- 23) Currituck County
- 24) Dare County
- 25) Davidson County
- 26) Duplin County
- 27) Durham County
- 28) Edgecombe County
- 29) Forsyth County
- 30) Gates County
- 31) Granville County
- 32) Greene County
- 33) Guilford County
- 34) Harnett County
- 35) Haywood County
- 36) Henderson County
- 37) Hoke County
- 38) Hyde County

- 61) Rowan County
- 62) Rutherford County
- 63) Scotland County
- 64) Stanly County
- 65) Surry County
- 66) Transylvania County
- 67) Union County
- 68) Vance County
- 69) Wake County
- 70) Warren County
- 71) Washington County
- 72) Watauga County
- 73) Wayne County
- 74) Wilkes County
- 75) Wilson County
- 76) Yadkin County

#### **GENERAL**

- 1) USPS Mid-Carolina District
- 2) USPS Network Distribution Center - Greensboro

#### **FIRE/RESCUE**

- |  |  |
|--|--|
| 1) Angier and Black River Fire Department        | 24) Level Cross Fire Department                      |
| 2) Bay Leaf Volunteer Fire Department, Inc., NC  | 25) Maury Volunteer Fire & Rescue                    |
| 3) Blue Ridge Fire and Rescue                    | 26) Maysville Volunteer Fire Department              |
| 4) Boiling Springs Fire & Rescue                 | 27) Mecklenburg EMS Agency                           |
| 5) Bostian Heights Fire Department               | 28) Micro Volunteer Fire Department                  |
| 6) Buies Creek Fire Department                   | 29) Nu Care Carolina Ambulance, NC                   |
| 7) Buncombe County Rescue Squad                  | 30) Oak Grove Volunteer Fire Department              |
| 8) Cherry Mountain Volunteer Fire Department     | 31) Ogden Volunteer Fire and Rescue Inc.             |
| 9) Community Volunteer Fire Department           | 32) Pilot Knob Volunteer Fire Department             |
| 10) Conway-Severn Rescue Squad                   | 33) Piney Grove Volunteer Fire and Rescue Department |
| 11) Corolla Fire and Rescue                      | 34) Rimer Volunteer Fire Department                  |
| 12) East Bend Volunteer Fire Department          | 35) Roanoke Island Volunteer Fire Department         |
| 13) East Howellsville Volunteer Fire Department  | 36) Sauratown Volunteer Fire Department              |
| 14) Elon Fire Department                         | 37) Scuffleton Rural Fire Association Inc.           |
| 15) Enka-Candler Fire & Rescue Department        | 38) Shoals Volunteer Fire Department                 |
| 16) Falkland Volunteer Fire Department           | 39) Smith Grove Fire Department                      |
| 17) Foscoe Volunteer Fire Department             | 40) South Fork Volunteer Fire Department, NC         |
| 18) Four Way Volunteer Fire Department           | 41) Surf City Volunteer Fire Department              |
| 19) Franklin Community Volunteer Fire Department | 42) Swannanoa Fire Department                        |
| 20) Guil-Rand Fire Protective Association        | 43) Unionville Volunteer Fire Department             |
| 21) Gumtree Fire and Rescue Inc.                 | 44) Vashti Volunteer Fire Department                 |
| 22) Haw Creek Fire and Rescue                    | 45) Zionville Volunteer Fire Department              |
| 23) Howards Creek Volunteer Fire Department      |  |

#### **SCHOOLS**

- 1) Cleveland Community College
- |  |   |
|--|---|
| 1) Alexander County Schools Child Nutrition    | 26) McDowell County Head Start            |
| 2) Alexander County Schools                    | 27) McDowell County Schools               |
| 3) Anson County Schools/ Child Nutrition       | 28) Montgomery County Schools             |
| 4) Asheville City Schools                      | 29) Moore County Schools IT               |
| 5) Beaufort County Schools                     | 30) Moore County Schools                  |
| 6) Brunswick County Schools                    | 31) Mooresville Graded School District    |
| 7) Buncombe County Schools                     | 32) Nash-Rocky Mount Board of Education   |
| 8) Burke County School System                  | 33) Onslow County Schools                 |
| 9) Carteret County Public School System        | 34) Orange County Schools                 |
| 10) Catawba County Schools                     | 35) Pender County Board of Education      |
| 11) Charlotte-Mecklenburg Schools              | 36) Person County Board of Education      |
| 12) Cleveland County Schools                   | 37) Pitt County Schools, NC               |
| 13) Craven County Board of Education           | 38) Richmond County Schools               |
| 14) Cumberland County Schools                  | 39) Roanoke Rapids Graded School District |
| 15) Dare County Schools                        | 40) Rutherford County Schools             |
| 16) Davie County Schools                       | 41) Scotland County Schools               |
| 17) Edgecombe County Public Schools            | 42) Stokes County Board of Education      |
| 18) Elizabeth City - Pasquotank Public Schools | 43) Surry County Board of Education       |
| 19) Gaston County Schools                      | 44) Swain County Schools                  |
| 20) Granville County Schools                   | 45) Transylvania County Schools           |

- 21) Henderson County Public Schools
- 22) Hertford County Public Schools
- 23) Hoke County Schools
- 24) Iredell-Statesville Schools, NC
- 25) Jones County Schools

- 46) Union County Public Schools
- 47) Wake County Public School System
- 48) Warren County Schools
- 49) Winston-Salem/Forsyth County Schools
- 50) Yadkin County Schools, NC

#### Law Enforcement

- 1) Four Oaks Police Department
- 2) Randolph County Sheriff's Office

- 1) Albemarle Commission
- 2) Burke Catawba District Confinement Facility
- 3) Dare County Tourism Board
- 4) East Carolina Behavioral Health
- 5) Eastern Carolina Workforce Development Board
- 6) Johnston County Mental Health Center
- 7) Land of Sky Regional Council
- 8) Martin-Tyrrell-Washington District Health Department
- 9) Mid-East Commission
- 10) New River Behavioral Health Care
- 11) Orange Person Chatham Mental Health
- 12) Randolph County Public Library
- 13) Southeastern Center for MH/DD/SAS
- 14) The Beacon Center
- 15) Triangle J Council of Governments

#### Public Housing

- 1) Eastern Carolina Regional Housing Authority
- 2) Farmville Housing Authority
- 3) Goldsboro Housing Authority
- 4) Hickory Conover Tourism Development Authority
- 5) Lincolnton Housing Authority
- 6) Smoky Mountain Center
- 7) The Housing Authority of Winston-Salem
- 8) Western Highlands Area Authority

- 1) State of North Carolina

#### Transportation

- 1) Airport Commission of Forsyth County
- 2) Alamance County Transportation Authority
- 3) Cape Fear Public Transportation Authority
- 4) Goldsboro-Wayne Transportation Authority
- 5) Kerr Area Rural Transportation Authority
- 6) Person County Fleet Management
- 7) Raleigh Durham Airport Authority
- 8) Transportation Administration of Cleveland County
- 9) Triangle Transit
- 10) Western Piedmont Regional Transit Authority
- 11) Wilmington International Airport

#### Utilities

- 1) Broad River Water Authority
- 2) Cabarrus County Water and Sewer Authority
- 3) Cape Fear Public Utility Authority
- 4) Coastal Regional Solid Waste Management Authority
- 5) Elizabethtown Public Works
- 6) Fayetteville Public Works
- 7) Greenville Utilities Commission
- 8) Handy Sanitary District
- 9) Metropolitan Sewerage District
- 10) Onslow Water and Sewer Authority
- 11) Orange Water and Sewer Authority
- 12) Robeson County Solid Waste
- 13) South Granville Water and Sewer Authority
- 14) Yadkin County Economic Development Partnership

## FPO- Flexible Pricing Options talking points

Since 1999 GovDeals has offered the same 7.5% fee to its clients and remains strongly committed to this pricing today. This consistent and transparent pricing allows clients to choose GovDeals knowing they have the best rate available. The 7.5% fee allows GovDeals to provide difference-making services that produce the time proven best results, NET of fee, when compared to any other company or method of disposition. In 2004 GovDeals began reducing the 7.5% fee charged when an individual item sold for more than \$100,000, thus providing an instant discount on such items.

In November 2008 GovDeals introduced Financial Settlement Services (FSS). This is an **optional** service where the buyer pays GovDeals by credit card or wire transfer with a 5% premium charged to the buyer. GovDeals remits the winning bid amount and any taxes charged to the seller. At the seller's option, GovDeals can withhold its 7.5% fee when remitting. The vast majority of our new clients elect to use FSS and have their fees withheld, reducing the client's expense of approving and remitting fees back to GovDeals.

Some sellers choose or would like the option to pass fees on to the buyer to reduce or totally offset our fee. Before now, GovDeals did not provide a method for our system to support this, therefore our sellers had to collect such fees from buyers outside the transparency and all important audit trail built into the GovDeals system.

We now have system features in place to facilitate and manage distribution of our 7.5% fee, with or without the 5% FSS buyer premium, between you as seller and the winning bidder. Based on your choice, this will result in your fee being from 0 to 7.5% with your buyer paying from 0 to 12.5%. Bidders will clearly see any fees that will be added to a winning bid amount. Of course, any applicable taxes will also be displayed.

GovDeals Seller Fee - Admin Fee/Buyer Premium Distribution Options			
Seller Fee Range (0-7.5%)		Admin Fee/Buyer Premium Range (0-12.5%)	
<b>2 ea. Non-FSS Fee Options - 7.5% total fee or administrative fee</b>			
1	7.5% Seller Fee	0% Administrative Fee	
2	0% Seller Fee	7.5% Administrative Fee	
<b>4 ea. FSS Fee Options - 12.5% total fee/premium combination</b>			
1	7.5% Seller Fee	5% Buyer Premium	
2	5% Seller Fee	7.5% Buyer Premium	
3	2.5% Seller Fee	10% Buyer Premium	
4	0% Seller Fee	12.5% Buyer Premium	

Winning bidders have paid a 5% Buyer Premium for FSS transactions with little or no apparent reduction in net auction results since we introduced the FSS program in November 2008. We believe there are positive factors at play here: many buyers enjoy the convenience of paying online; GovDeals attracts a large targeted, focused bidder base that recognizes the value in the items sold on the site; and, the highly competitive end of auction activity GovDeals generates and promotes bidding above and beyond competitive results elsewhere. Therefore, when evaluating comparative solutions, it remains critical that you continue to focus on the **net** funds flowing back into your entity's account, as well as consider the costs associated with factors such as high bidder default rates. Subjectively, one might expect that bidders may take any buyer premium amount into account when bidding to win your items on GovDeals. Given the positive effect of the remarkably competitive bidder climate we continue to create, your results should remain far ahead of any other solution. GovDeals will continue to deliver the absolute best net results for your surplus and confiscated item sales, regardless of fee and fee structure. So, no matter how you distribute your surplus program's fees, **the most important decision you make will to be to choose GovDeals.**

*Attachment I*

STATE OF NORTH CAROLINA  
COUNTY OF YANCEY

**AGREEMENT FOR PARTICIPATION IN THE  
STATEWIDE MISDEMEANANT CONFINEMENT PROGRAM**

**THIS AGREEMENT** shall be effective the 1st day of January, 2012, by and between the North Carolina Department of Public Safety and Yancey County, a body politic organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and Sheriff D. Gary Banks, the Sheriff of Yancey County.

**WITNESSETH:**

WHEREAS, the Statewide Misdemeanant Confinement Program (hereinafter referred to as "Program") was created, pursuant to G.S. § 148-32.1(b2), to provide housing in local confinement facilities of misdemeanants serving sentences that impose periods of confinement of more than 90 days and up to 180 days, except for those sentenced for an impaired driving offense; and

WHEREAS, all misdemeanants serving periods of confinement of more than 90 days and up to 180 days, except for those serving a sentence for an impaired driving offense, shall be committed for the term designated by the court to confinement pursuant to the Program as a matter of law pursuant to G.S. § 15A-1352(e); and

WHEREAS, pursuant to G.S. 148-32.1 (b1) and (b2) and Section 7.(f) of Session Law 2011-192, the Department of Public Safety has contracted with the North Carolina Sheriffs' Association, Inc. to implement the Program and to establish the terms and conditions for the operation thereof consistent with The Justice Reinvestment Act of 2011 as enacted in Session Law 2011-192, along with any subsequent amendments thereto; and

WHEREAS, counties, through their respective Sheriffs, can voluntarily agree to house misdemeanants pursuant to the Program by entering into this written agreement with the Department of Public Safety pursuant to G.S. § 148-32.1(b2); and

WHEREAS, the Statewide Misdemeanant Confinement Fund (hereinafter referred to as "Fund"), created pursuant to G.S. § 148-10.4, shall provide reimbursement to counties for expenses incurred for housing misdemeanants under the Program, including the care, supervision, transportation and other related expenses of those misdemeanants;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **PARTICIPATION.**

- a. The County and the Sheriff voluntarily agree to participate in the Program and for the Sheriff to provide housing of misdemeanants sentenced pursuant to the Program, including the care, supervision, and transportation of those misdemeanants.
- b. The Sheriff will notify the Program in writing of the number of misdemeanants that the County and the Sheriff agree to accept. This number may be amended from time to time upon written notification from the Sheriff to the Program, provided however that a reduction in the number of misdemeanants to be housed by the Sheriff shall only apply to new admissions and shall not require the Program to remove misdemeanants previously assigned to the Sheriff for housing pursuant to the Program.
- c. Participation of the County and the Sheriff in the Program shall be upon the terms and conditions established by the Program and as amended from time to time, provided however that any changes in the terms and conditions of the Program shall not apply to misdemeanants assigned to the Sheriff before the effective date of the change, unless the change is agreed to by the Sheriff. Additionally, the Sheriff has the right to decline to accept assignment of any additional misdemeanants subsequent to the effective date of any change to the terms and conditions of the Program.

2. **TERMINATION.**

This Agreement shall remain in effect until terminated by the County, by the Sheriff or by the Department of Public Safety.

- a. This Agreement may be terminated by the County or by the Sheriff at any time, such termination to be effective no sooner than the date upon which the Program and the Department of Public Safety both receive the notice of termination in writing from the County or from the Sheriff via the United States Postal Service, by certified mail, return receipt requested, or by personal delivery. The termination of this Agreement by the County or by the Sheriff shall terminate the County's agreement and terminate the Sheriff's agreement to accept any additional misdemeanants after the effective date of the termination, but shall not relieve the County or the Sheriff of the responsibility for misdemeanants accepted by the Sheriff prior to the effective date of the termination of this agreement.
- b. This Agreement may be terminated by the Department of Public Safety at any time, such termination to be effective no sooner than the date upon which the County, the Sheriff and the Program all receive the notice of termination in writing from the Department of Public Safety via the United States Postal Service, by certified mail, return receipt requested, or by personal delivery to both the County, to the Sheriff and to the Program. The termination of this

Agreement by the Department of Public Safety shall not relieve the Department of Public Safety or the Program of the reimbursement responsibilities or other responsibilities for misdemeanants accepted by the Sheriff prior to the effective date of the termination of this Agreement.

**3. REIMBURSEMENT BY DEPARTMENT OF PUBLIC SAFETY.**

The Department of Public Safety agrees to promptly transfer funds from the Fund to the Program, as requested by the Program, for reimbursement to the County for the authorized costs under the Program of housing misdemeanants by the Sheriff, including the care, supervision, and transportation of those misdemeanants, pursuant to G.S. § 148-10.4(d)(1).

**4. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of North Carolina.

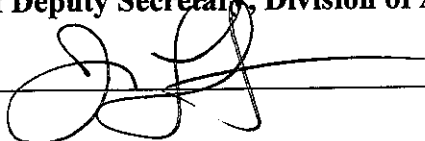
**5. ENTIRE AGREEMENT.**

The parties agree that this document constitutes the entire agreement between the parties and may only be modified by a written mutual agreement signed by the County, the Sheriff and the Department of Public Safety.

This Agreement is executed in triplicate originals, with one original being retained by each party.

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
SECRETARY REUBEN F. YOUNG**

**BY: Jennie Lancaster  
Chief Deputy Secretary, Division of Adult Correction**

Signature:  Date: 1-3-2012

**FOR THE COUNTY**

**FOR THE SHERIFF**

**BY:**  
Printed Name: Nathan R. Bennet

**BY:**  
Printed Name: D. Gary Banks

Title: County Manager

Title: Sheriff

Signature: 

Signature: 

Date: 4-4-2012

Date: 1-19-12